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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

**UNITED AFRICAN-ASIAN
ABILITIES CLUB, ON BEHALF
OF ITSELF AND ITS
MEMBERS; JESSIE JAMES
DAVIS IV, An Individual**

Plaintiffs.

v.

**WHITE OAK, LP; AND DOES 1
THROUGH 10, Inclusive**

Defendants.

Case No:

COMPLAINT

DISCRIMINATORY PRACTICES

[US Fair Housing Act of 1988 [42 U.S.C. §§ 3600 et seq., §3604(c), §3604(f)(1-3), et seq.; CA Government Code 12925, 12927, 12955; CA Civil Code §§ 51, 52, 54.3

DEMAND FOR JURY TRIAL

INTRODUCTION

1. Plaintiffs make the following allegations in this civil rights action:

JURISDICTION AND VENUE

2. The federal jurisdiction of this action is based on the 42 U.S.C. §§ 3601, 3604 et. seq. - the U.S. Fair Housing Act Amendments of 1988 (Defendants' apartment property consist of four (4) or more residential units), and 42 U.S.C. § 12101 et. seq., the federal Americans With Disabilities Act. Venue is proper in this United States District Court for the Central District of California pursuant to 28

1 U.S.C. § 1391(b), because a substantial part of Plaintiffs' claims arose within said
2 Judicial District.

3 **SUPPLEMENTAL JURISDICTION**

4 3. This United States District Court for the Central District of California has
5 supplemental jurisdiction over the California state claims as alleged in this
6 Complaint pursuant to 28 U.S.C. § 1367(a).

7 **NAMED DEFENDANTS AND NAMED PLAINTIFFS**

8 4. The term Plaintiffs as used herein specifically include the corporate Plaintiff
9 entity known as the United African-Asian Abilities Club, On Behalf Of Itself And Its
10 Members (hereinafter referred to as "Club" or "UAAAC"); and the individual
11 Plaintiff Jessie James Davis IV (hereinafter referred to as "Davis" or the "named
12 Individual Plaintiff". The Plaintiff Club and Plaintiff Davis are sometimes
13 collectively referred to as the "named Plaintiffs" or "Plaintiffs".

14 5. Plaintiff United African-Asian Abilities Club (UAAAC) is registered and in
15 good standing as a Nevada corporation. The named individual Plaintiff Davis is a
16 member of the Plaintiff Club organization.

17 6. Plaintiffs are informed, believe, and thereon allege that named Defendant
18 WHITE OAK, LP is the operator of the apartment rental business known as White
19 Oak Lassen Apartments located at 9907 White Oak Avenue Northridge, CA 91325.
20 Plaintiffs are informed, believe, and thereon allege that Defendant WHITE OAK, LP
21 is the owner, operator, and/or lessor of the real property located at 9907 White Oak
22 Avenue Northridge, CA 91325 (hereinafter referred to as the "Property").

23 7. Defendant WHITE OAK, LP is, and at all times mentioned herein were, a
24 business or corporation or franchise, organized and existing and/or doing business
25 under the laws of the State of California. Defendants Does 1 through 10, were at all
26 times relevant herein subsidiaries, employers, employees, and/or agents of the named
27

Defendants.

CONCISE SET OF FACTS

8. The named Individual Plaintiff Davis has cerebral palsy, uses a wheelchair for mobility, and is unable to walk any distance. Plaintiff Davis also has limited mobility in his hands and upper body. Plaintiff Davis is also a member of the Plaintiff Club. The individual Plaintiff Davis had specific dates wherein he intended to go to the Defendant's Property to access Defendants' rental services. Plaintiff Davis has actual knowledge of the overt and obvious physical and communication barriers at Defendants' Property. Plaintiff Davis determined that the open and obvious physical barriers that exist at Defendants' Property directly related to his disabilities, and that it would be impossible or extremely difficult for him to physically access Defendants' on-site rental services. Plaintiff Davis had knowledge and determined that it would be futile gesture for him to go to the Property on the date that he had intended. The named Individual Plaintiff Davis was deterred by his actual knowledge of the physical and communication barriers that exist at Defendants' Property and website. See ¶¶ 25.

9. The named Individual Plaintiff attempted to use Defendants' website to access Defendants' online rental services, but had great difficulty due to his disabilities. The named Individual Plaintiff also could not determine from Defendants' website content whether Defendants' office on or off the property and common areas were physically accessible to him. The named Individual Plaintiff requested that Plaintiff Club assist him to obtain information regarding the physical accessibility of Defendants' on-site office where Defendants' offer its rental services. In response to the named Individual Plaintiff's request, Plaintiff Club sent one of its members to Defendants' physical on-site office. The named Individual Plaintiff personally reviewed all the information and photographs of Defendants' property. As a result,

1 the named Individual Plaintiff has actual knowledge of the overt and obvious
2 physical and communication barriers at Defendants' Property. The named Individual
3 Plaintiff determined that the open and obvious physical barriers that exist at
4 Defendants' Property directly related to his disabilities, and that it would be
5 impossible or extremely difficult for him to physically access Defendants' on-site
6 rental services. See ¶¶ 25. The named Individual Plaintiff had actual knowledge and
7 determined that it would be futile gesture for him to go to the Property on the date
8 that he had intended. The named Individual Plaintiff was deterred by his actual
9 knowledge of the physical and communication barriers that exist at Defendants'
10 Property and website. The named Individual Plaintiff made a written request to
11 Defendants' for an accommodation to have equal access to Defendants' rental
12 services and to eliminate the communication and physical barriers to Defendants'
13 rental services, both online and at the property. At the end of this action, the named
14 Individual Plaintiff intends to return to Defendants' website and physical office on or
15 off the site location to obtain rental information and verify that the communication
16 and physical barriers to Defendants' rental services are removed.

17 10. The named Plaintiff Club is an organization that advocates on the behalf of its
18 members with disabilities when their civil rights and liberties have been violated.
19 Plaintiff Club investigated Defendants' websites and apartment Property in March,
20 2022, in April, 2022, and in May, 2022. Plaintiff Club member Sharon Riguer
21 investigated the Property on the Internet websites. Plaintiffs also investigated the
22 property. The results of the research from Club Member Sharon Riguer are contained
23 in the Exhibit B to this Complaint. Club members ascertained that Defendants'
24 rental services at Defendants Property were not physically accessible to Davis by a
25 Club member who went to Defendants' apartment Property, and said Club member
26 attempted to access Defendants' on-site rental services.

1 11. Plaintiff Club diverted its time and resources from its normal purposes
2 because of Defendants' service, policy, program and physical barriers to Defendants
3 rental services at Defendants' websites and Property. Club personnel conducted
4 detailed Internet searches to determine if Defendants provide large print, deaf
5 interpreter, therapy animal, the required reasonable accommodation policy, and
6 required reasonable modification policy. Further, the Club retained contractors to
7 investigate said policies, to survey the property, to photograph the property, to
8 investigate when the Property was constructed, to investigate the Property ownership
9 and to have an access report prepared. Plaintiff Club also diverted staff to
10 investigate Defendants' Internet presence to determine compliance with the FHA and
11 ADA. Plaintiff Club also investigated Defendants' written rental materials such as
12 brochures, rental applications and leases. Moreover, Plaintiff Club made an oral
13 investigation to ascertain Defendants' companion animal, deaf interpreter and
14 reasonable accommodation and reasonable modification policies. Plaintiff Club also
15 caused a physical access consultant to be retained to survey Defendants' facility.
16 Plaintiff Club's findings regarding Defendants' rental services and facilities were
17 incorporated into an Access Report. The Access Report also details the known overt
18 and obvious physical access violations at the Property, but it is not intended as an
19 exhaustive list of existing violations. Due to these necessary activities to investigate,
20 Plaintiff Club's time and resources were diverted from its normal activity. Plaintiff
21 Club suffered injury and also suffered monetary damages due to the diversion of the
22 Club's resources from its normal purposes.

23 12. Plaintiffs allege that Defendants control, operate, and maintain web pages at
24 different apartment websites where Defendants offer its rental services.
25 Additionally, Defendants have a physical office location at the Property where they
26 also offer their rental services.

1 13. Plaintiffs allege that Defendants' websites have a close nexus to Defendants'
2 physical site rental services because the websites refer to Defendants' rental services
3 that are offered at Defendants' actual physical office on or off the site. Therefore,
4 Plaintiffs allege that the websites are also places of public accommodation.
5 Defendants control the websites to the extent that Defendants can change the website
6 content to make modifications to comply with the FHA and ADA. Therefore,
7 Plaintiffs allege that Defendants can modify the content of Defendants' websites to
8 improve access for Plaintiffs and people with disabilities.

9 14. In this case, the named Plaintiffs allege that the Defendants failed to provide a
10 TTY number or the text messaging system for Plaintiffs and other people that are
11 deaf or people with speech conditions. Plaintiff Club members have a speech
12 disability. Moreover, Plaintiff Club alleges that the Defendants did not modify their
13 websites to eliminate non-readable text to allow the blind and people with low vision
14 to use the screen reader software to access the information on the website, yet they
15 also failed to use large print on their websites. See Exhibit B to this Complaint.
16 Plaintiffs assert that most popular screen reader programs are called Jobs Access
17 With Speech or "JAWS" and Apple's VoiceOver Software. Defendants actions
18 discriminate against Plaintiff Club, specifically Club members who have low vision
19 disabilities. Each of the Club members above cannot use the websites controlled by
20 the Defendants. Modifications to Defendants' websites will not fundamentally alter
21 the rental services provided and will also not cause an undue burden to Defendants,
22 because the cost is less than One Thousand Dollars (\$1,000).

23 15. On March 20, 2022, and on April 8, 2022, Plaintiff Club attempted to make a
24 request to the Defendants for reasonable accommodation at the property. On May
25 16, 2022, the named individual Plaintiff Davis and Plaintiff Club emailed to the
26 Defendants a written request for a reasonable accommodation. In May, 2022,
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1 Plaintiff Davis and Plaintiff Club, mailed a written request for a reasonable
2 accommodation. Defendants failed to respond to both Plaintiffs requests for
3 reasonable accommodation as of the date of the filing of this Civil Complaint.
4

5 16. Plaintiffs are not able to access Defendants rental services due to existing
6 overt and obvious communication and physical barriers to access Defendants' rental
7 services both at its online website and at the physical office. Due to the overt and
8 obvious physical barriers as alleged herein below, which are required to be removed,
9 Plaintiffs requested that Defendants accommodate them to provide access to
10 Defendants' rental services.

11 17. The named Plaintiffs allege that an accommodation is also obvious when a
12 whole group of the protected persons requires it. For example, when the public
13 without disabilities are required to get up to a second level, the public would be very
14 disturbed if they were required to request steps to go up to second level. When the
15 accommodation is specific to a particular person with a disability, then that person
16 may be required to make a request, because the accommodation is not obvious.
17

18 18. Plaintiffs allege that they are not required to make a request for reasonable
19 accommodation and for auxiliary aids when the barriers to communication are overt
20 and obvious. However, in the present case, Plaintiffs did make such requests for
21 accommodation to eliminate overt and obvious barriers to its rental services
22 communications. Plaintiffs allege that providing effective contact information for
23 Defendants' rental services on the internet is an obvious accommodation. The
24 general public does not need to request a contact number from the Defendant
25 apartment owner or operator when they desire to rent a place. Defendants provide the
26 contact number on their website. Therefore, Plaintiffs allege that Defendants are
27 required to provide the obvious accommodation of effective communication for
28 people that are deaf or with speech impediment on their website without a request.

1 Defendants must make their rental services accessible without the need for a prior
2 request. Furthermore, Defendants have a duty to remove architectural barriers and
3 communication barriers to their rental services without request.

4 19. Plaintiffs allege that there is disparate treatment on the internet related to the
5 amenities being offered to people without disabilities and people with disabilities.
6 All the below facts and the facts stated elsewhere herein have a disparate impact on
7 the disability community. The named Plaintiffs experienced and have knowledge of
8 the below facts that the Plaintiffs ascertained from Defendants' websites. Defendant
9 operates an apartment property. The property is located at 9907 White Oak Ave,
10 Northridge, CA 91325. The property was built in 1978 and has 80 stories with 3
11 units. The rent is approximately: \$1,626 - \$1,936. The internet provides a wealth of
12 information regarding the property. The internet advertises that the property has
13 amenities that include: Laundry Facilities, Clubhouse, Fitness Center, Pool,
14 Playground, Grill, High Speed Internet Access, Air Conditioning, Smoke Free,
15 Dishwasher, Disposal, Refrigerator, Pet Policies (No Pets Allowed), Parking Surface
16 Lot 1 space, Assigned Parking, Application Fee \$15, Gas, Water, Trash Removal.
17 The property advertises on lowincomehousing.us, apartmentguide.com, yelp.com,
18 rent.com, apartmenthomeliving.com, forrent.com. It is very important to know that
19 on apartmentguide.com, rent.com, apartmenthomeliving.com, forrent.com there is
20 the equal housing opportunity logo. The plaintiff alleges that there is disparate
21 treatment on the internet related to the amenities being offered to people without
22 disabilities and people with disabilities. For example, the tow signage was not
23 installed. The accessible parking space had an access aisle, which was not van
24 accessible. The aisle did not have the "no parking" included in the access aisle. The
25 office had a high threshold. There was no International Symbol of Accessibility
26 signage. The Internet does not state the accessible amenities at all. Also, the
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1 statement the “equal housing opportunity statement” is misleading. In fact, the
2 property is not completely accessible. All the above facts and the facts stated herein
3 have a disparate impact on the disability community.

4 20. On Defendants’ websites, they allow the public without deafness and without
5 speech impairments to participate by providing them with a telephone number to
6 call. However, Plaintiff Club members that are deaf and or with speech impairments
7 are denied equal access to participate because the Defendants do not have any
8 effective communication.

9 21. Defendants provide websites for people without disabilities to benefit from the
10 rental services without going to the apartments to learn about the properties.
11 However, for people with disabilities that require the access to the facility, the
12 Defendants do not provide any information on the websites regarding if the office on
13 or off the site is accessible. Moreover, the Defendants provide the telephone number
14 for the public to call to inquire about the rental services without providing any
15 effective alternative communications for Plaintiffs and other people that are deaf or
16 have speech impairments.

17 22. For people without disabilities, the Defendants provide all of the information
18 on their websites. For Plaintiffs with disabilities, Defendants require them to travel to
19 the Property to determine if it is accessible, then require them to request the effective
20 communication, and then thereafter to request a reasonable accommodation to the
21 overt and obvious communication barrier. Therefore, Defendants require Plaintiffs
22 and other people with disabilities to suffer a separate benefit.

23 23. Additionally, the named Plaintiffs are alleging photograph discrimination
24 related to the physical access of each of the apartments within Exhibit B to this
25 complaint. The purpose of Defendants’ internet photographs is to entice perspective
26 renters to apply online or to contact the Defendants to rent a place. Defendants’
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1 internet photographs only entice people without mobility disabilities. Defendants'
2 internet photographs exclude any photographs of any accessible features that would
3 aid the Plaintiffs. For example, there is no photograph of accessible parking. There
4 are no photographs of the accessible route to the office on or off the site. There are
5 photographs of the accessible route to the manager's office. There are no photographs
6 related to the access to get into and use the rental or manager's office. There are no
7 photographs related to the accessible route of the common area. There are no
8 photographs of the accessible units. In fact, all the photographs lead a person with a
9 mobility disability to believe that the apartments are not accessible, or that they must
10 have someone go to the properties to make sure it is accessible. However, people
11 without disabilities are not required to go to the Property to see if it is accessible.
12

13 24. Defendants websites and Defendants' rental services are not integrated for
14 people with disabilities as required. Plaintiffs are required to request an
15 accommodation. People without disabilities can access the websites and the rental
16 services without any problem, but Plaintiffs and other people with disabilities are
17 required to request for separate rental services. People with mobility conditions are
18 not integrated when using the websites because they must go to the apartments to
19 determine if they are accessible, but people without disabilities need only access
20 Defendants' websites to determine they can use them. People that are blind and with
21 low vision disabilities must request help to read the website information because the
22 printed information is too small, but people without disabilities can access the
23 websites without asking for help. Plaintiffs and other people with deafness or people
24 with speech condition must ask for help calling the number on the websites, because
25 Defendants fail to provide a TTY number to contact, or Defendants fail to provide a
26 texting system. Defendants discriminated against the Plaintiffs.

1 25. Plaintiff Club member went to Defendant's apartment facilities at the Property
2 in March, 2022, and in April, 2022, to access the Leasing Office. The Named
3 Individual Plaintiff has actual knowledge of Defendants' overt and obvious physical
4 barriers, that relate to this Plaintiff's disabilities, to Defendants' Property on-site
5 Leasing Office that this Named Individual Plaintiff intended to visit in March, 2022,
6 and in April, 2022, but this Plaintiff was deterred from accessing Defendant's
7 Leasing Office located on the Property. Defendants provide rental information,
8 rental applications, and other rental services on-site at the Property. Defendants'
9 agents confirmed to the Plaintiffs that rental information, rental applications, and
10 other rental services were available on-site at the Property. Defendants' Leasing
11 Office at the Property is not accessible. The Named Individual Plaintiff has actual
12 knowledge of Defendants' overt and obvious physical barriers, that relate to this
13 Plaintiff's disabilities, to Defendants' Property on-site office that provides rental
14 services that this Named Individual Plaintiff intended to visit but this Plaintiff was
15 deterred from accessing Defendant's rental services at the office located on the
16 Property or off site. With respect to Defendants' rental services located in the office,
17 the named individual Plaintiff determined that overt and obvious architectural
18 barriers and communication barriers exist that relate to his disabilities, that include
19 but are not limited to, the following: Defendants' path of travel from the sidewalk to
20 the Leasing Office is not accessible since it has excessive slopes without handrails
21 and step changes in level along the path. There is an excessive slope without
22 handrails that must be traversed to access the main entrance door leading into the
23 complex. The main entrance door leading into the complex fails to have the required
24 smooth and uninterrupted surface at the bottom of the door. There are also numerous
25 step changes in level that must be traversed to both access a second entrance door
26 leading into the complex and other areas of the complex. The second entrance door
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1 also fails to have the required smooth and uninterrupted surface at the bottom of the
2 door. Defendant's callbox is located too high to be accessible. Defendants do not
3 provide the required directional signage as to the designated path of travel from the
4 sidewalk to Defendant's Leasing Office. Defendant's Leasing Office entrance is not
5 accessible due to a significant step change in level at the Leasing Office door
6 threshold that is not beveled or ramped. The Named Individual Plaintiff uses a
7 wheelchair for mobility and these step changes in level, excessive slopes, and the
8 other stated issues cause the path of travel and the Leasing Office entry to be not
9 accessible. Defendants failed to provide any directional signage indicating an
10 alternate accessible path of travel to the Leasing Office. Defendants failed to
11 provide the required fully compliant van accessible disabled parking for the Leasing
12 Office. Defendants failed to provide a dimensionally compliant van accessible
13 disabled parking space and disabled parking access aisle, the required disabled
14 parking signage, including tow away signage, fine signage, ground markings, and
15 failed to locate said parking on a level surface and nearest the Leasing Office.
16 Defendants also failed to provide compliant tow away signage. The Named
17 Individual Plaintiff requires the use of a compliant van accessible disabled parking
18 space to safely exit and re-enter the vehicle. Defendants' failure to provide the
19 required compliant disabled parking, disabled parking access aisle, disabled parking
20 disability signage, access aisle, and disability ground markings, such that the Named
21 Individual Plaintiff is not able to safely park at Defendants' establishment since the
22 individual Plaintiff may be precluded from exiting or re-entering the vehicle if the
23 disabled parking and disabled parking signage is not present and others park
24 improperly. Additionally, Defendants failed to provide the required accessible path
25 of travel from the parking area to the Leasing Office since the existing path of travel
26 has step changes in level and slopes that exceed the maximum permitted.
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1 Additionally, Defendants overt and obvious communication barriers were also
2 present at the Leasing Office in March, 2022, and in April, 2022. Defendants failed
3 to provide any method of text communication with their Leasing Office and failed to
4 publish any information as to how to initiate text communication contact. The
5 Named Individual Plaintiff had actual knowledge of these barriers at Defendants'
6 Property that Plaintiff intended to visit, and the Named Individual Plaintiff was
7 deterred from accessing Defendants' Leasing Office at the Property again in May,
8 2022. See Property photos in Exhibit B.

9 26. Plaintiff Club and the named Individual Plaintiff desire to make sure that
10 Defendants' rental services at Defendants' physical office location and Defendants'
11 websites are fully accessible to Plaintiff Club's members, the named Individual
12 Plaintiff, and other people with disabilities. Plaintiff Club, its Club members, and the
13 named Individual Plaintiff all have actual knowledge of Defendants' discriminatory
14 conditions, and they are currently deterred from attempting further access until the
15 barriers are removed. Plaintiff Club and the named Individual Plaintiff intend to
16 return to Defendants' Property and Defendants websites at the end of this action to
17 obtain rental services, and to verify that the communication and architectural barriers
18 are removed. The named Plaintiffs' intent to return is genuine. In this case, Plaintiff
19 Club has numerous members residing near Defendants Property. Plaintiff Club's
20 members have actual knowledge of the discriminatory conditions as alleged herein
21 when the Plaintiff Club investigated the Property and the rental services and
22 determined that the Club members would not be able to use the rental services due to
23 the discriminatory conditions. Therefore, Plaintiff Club members were and are
24 deterred from visiting the properties. Plaintiff Members were not required to
25 actually visit the properties. See *Civil Rights Education & Enforcement Center v.*
26 *Hospitality Properties Trust*, 867 F.3d 1093 (9th Cir. 2017). However, a member of
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1 Plaintiff Cub did visit and attempt to access Defendants' rental services at
 2 Defendants' physical office at the Property. Plaintiff Club and the individual
 3 Plaintiff have specific plans to visit at the conclusion of this case to obtain rental
 4 information and to verify the Defendants ceased its discriminatory conduct by
 5 removing communication and physical barriers to access to the rental services.
 6

7 **DISCRIMINATORY PRACTICES IN HOUSING ACCOMMODATIONS –**
 8 **FAIR HOUSING ACT CLAIMS**

9 27. FHA Standing:

10 Based on the facts plead at ¶¶ 8 - 26 above and elsewhere herein this
 11 complaint, Defendants discriminated against Plaintiffs in violation of FHA sections §
 12 3604(f)(1- 3) and 42 § 3604(c), as further detailed below. As a result, the present
 13 named Plaintiffs suffered injury as a result of Defendants discriminatory actions, and
 14 named Plaintiffs now pray for damages, injunctive relief, declaratory relief, and
 15 other relief as hereinafter stated. The Federal Fair Housing Act applies to
 16 Defendants' apartment complex since it has more than 4 residential units. FHA
 17 standing is substantially broader than standing under the ADA due to the critically
 18 important need of adequate availability of housing for the disabled. A potential
 19 plaintiff is not even required to have an interest in renting a particular property or
 20 dwelling to have standing. *Smith v. Pacific Properties and Development Corp*, 358
 21 F.3d 1097, 1099 (9th Cir 2004) [Testers have standing to bring Fair Housing Act
 22 claims, *Id* 1099, 1104]. Under the Act, any person harmed by discrimination,
 23 whether or not the target of the discrimination, can sue to recover for his or her own
 24 injury. *See Trafficante v. Metropolitan Life Ins. Co.*, 409 U.S. 205, 212, 93 S.Ct. 364,
 25 34 L.Ed.2d 415 (1972). "This is true, for example, even where no housing has
 26 actually been denied to persons protected under the Act." *San Pedro Hotel v City of*
 27 *Los Angeles*, 159 F.3d 470, 474-475 (9th Cir 1998). In the present case, the named
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1 Plaintiffs alleged they suffered the injury of discriminatory conduct by Defendants,
 2 and that the named Plaintiffs suffered monetary and other damages as a result. The
 3 named Plaintiffs seek injunctive relief as well as damages, both of which are
 4 available under 42 USC § 3613(c). Assuming *arguendo* in the present case, that
 5 prospective injunctive relief was not available to Plaintiffs due to mootness or
 6 otherwise, which Plaintiffs dispute; the named Plaintiffs are still permitted to recover
 7 damages under their federal FHA claims. *Harris v Itzakhi*, 183 F.3d 1043, 1050 (9th
 8 Cir 1999) [During the appeal in *Harris* case, the plaintiff therein moved Three
 9 Thousand (3000) miles away and her injunctive claims became moot. However,
 10 Plaintiff's claim for damages survived and was not affected]. In the present case,
 11 while Plaintiffs can satisfy the injunctive relief prudential standing requirements, the
 12 above Ninth Circuit *Harris* court authority makes it clear that those prudential
 13 standing requirements for injunctive relief are not applicable to Plaintiffs FHA
 14 damage claims. Hence, in the present case, Plaintiffs damage claims survive even if
 15 prospective injunctive relief is not available. The present Plaintiff Club has
 16 organization standing separately on its own under the FHA. Additionally, under the
 17 FHA, Plaintiff Club has associational standing to assert its Club member claims
 18 since it only seeks injunctive and declaratory relief as to its Club members. Plaintiff
 19 Club and the named Individual Plaintiff have standing with respect to the following
 20 FHA claims.

21
 22 CLAIM I: Discrimination In Violation of 42 § 3604(f)(1) - Failure To Have A
 23 Policy For Receiving Prospective Tenant Accommodation Requests, Failure To
 24 Train Staff, And Failure To Make The Policy Known To The Plaintiffs

25 28. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere herein this
 26 complaint, the named Plaintiffs suffered discrimination by Defendants in violation of
 27 this FHA section. This FHA statute states it is unlawful to discriminate in the sale or
 28

1 rental, or to otherwise make unavailable or deny, a dwelling to any buyer or renter
 2 because of a handicap of (A) that buyer or renter; (B) a person residing in or
 3 intending to reside in that dwelling after it is so sold, rented, or made available; or...
 4 §3604(f)(1) [emphasis added]. See *Texas Dept. of Housing and Community Affairs*
 5 v *Inclusive Communities Project*, 135 S.Ct. 2507, 2519 (2015) [FHA statutory
 6 scheme permits disparate impact claims, and those type of claims do not require
 7 intent]. due to Defendants' communication and architectural barriers, Defendants
 8 discriminated against Plaintiffs by failing to have a policy, practice, or method for
 9 Plaintiffs to make a reasonable accommodation request for equal access to their
 10 rental services on their website or at their on-site office at the Property. Defendants
 11 have an affirmative duty to have a policy, process to receive such accommodation
 12 requests and to respond to said requests. See *Giebeler v. M & B Associates*, 343 F.3d
 13 1143 (9th Cir. 2003). As a result, Defendant caused Plaintiffs to suffer disparate
 14 impact discrimination.
 15

16 **CLAIM II: Failure to Engage in Interactive Process In Violation Of The Fair**
 17 **Housing Act And California Fair Employment And Housing Act**
 18

19 29. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere herein this
 20 complaint, Plaintiffs suffered discrimination by Defendants in violation of FHA
 21 section § 3604(f)(1) and § 3604(f)(2). Plaintiffs contend that Defendant failed to
 22 engage in a good-faith interactive process to determine and to implement effective
 23 reasonable accommodations so that Plaintiffs could gain equal access Defendants'
 24 rental services, to apply for a lease, or to allow Plaintiffs to access Defendants'
 25 physical office on or off the site and apartments.
 26

27 **CLAIM III: Discrimination In Violation of 42 § 3604(f)(2)**
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29 30. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere herein this
 30 complaint, the named Plaintiffs suffered discrimination by Defendants in violation of
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1 this FHA section § 3604(f)(2). This FHA section states “it shall be unlawful to
 2 discriminate against any person in the terms, conditions, or privileges of sale or
 3 rental of a dwelling, or in the provision of services or facilities in connection with
 4 such dwelling”. Plaintiffs more specific factual basis for this claim is set forth
 5 above at ¶¶23-26 above. As previously stated, the named Individual Plaintiff was a
 6 prospective renter and Plaintiff Club was also seeking rental housing on behalf of the
 7 named Individual Plaintiff ¶¶8 – 26 above. In the instant case, Defendant’s office
 8 located on the Property is a “facility” in connection with the rental of a dwelling and
 9 the on-site rental services provided within the office fall within the FHA statute. In
 10 the instant case, the named Plaintiffs both assert that Defendant’s failure to remove
 11 communication and architectural barriers to permit access to Defendant’s on-site
 12 rental services contained within the office is a separate, independent, actionable
 13 violation of this FHA section § 3604(f)(2), even without reference to the ADA as a
 14 predicate. Plaintiffs have alleged that Defendants’ Property has overt and obvious
 15 physical barriers to access its rental services provided in its on-site office. See ¶¶25 -
 16 26. The 9th Circuit *Smith* court stated that the mere observation of overt architectural
 17 barriers is actionable. *Smith* at 1104 [“To read an additional standing requirement
 18 into the statute beyond mere observation, however, ignores that many overtly
 19 discriminatory conditions, for example, lack of a ramped entryway, prohibit a
 20 disabled individual from forming the requisite intent or actual interest in renting or
 21 buying *for the very reason* that architectural barriers prevent them from viewing the
 22 whole property in the first instance” (emphasis in original)]. The *Smith* court found
 23 Defendants liable under this FHA subsection even though that case did not involve
 24 ADA Title III claims. However, Plaintiffs did not just allege that Plaintiff Club
 25 observed Defendant’s overt architectural barriers, but Plaintiffs alleged that a
 26 Plaintiff Club member experienced the barriers, that the named Individual Plaintiff
 27 had actual knowledge of Defendants’ communication and architectural barriers and
 28

1 Plaintiff Davis was deterred from obtaining equal access to Defendant's office
 2 facility and its rental services located therein. Defendants also discriminated against
 3 Plaintiffs by failing to modify its practices and policies to provide access via other
 4 methods of access to its rental services contained within the office on or off the site.
 5 Defendant's failure to remove the architectural and communication barriers to access
 6 its facilities and the rental services located therein, or to provide an accommodation
 7 to provide methods of alternate access to the office facility, providing rental services
 8 constitutes the prohibited discrimination, separately and independently.

9 Additionally, Defendant's conduct is also prohibited under ADA Title III and
 10 constitutes a second, separate, independent source of discrimination against Plaintiffs
 11 in violation of FHA § 3604(f)(2). Since Defendants discriminatory conduct involves
 12 Defendants' rental facilities and its rental services located therein, Plaintiffs assert
 13 any discriminatory conduct found in violation of ADA Title III also constitutes
 14 prohibited "discrimination" under FHA § 3604(f)(2).

15 **CLAIM IV: Discrimination In Violation of 42 § 3604(f)(3)(A and B only)**

16 31. Plaintiffs do not make any claim against Defendants for a failure to "design
 17 and construct" pursuant to § 3604(f)(3)(C). Based on the facts plead at ¶¶ 8 - 26
 18 above and elsewhere herein this complaint, Plaintiffs suffered discrimination by
 19 Defendants in violation of FHA sections § 3604(f)(3)(A, B) only. The FHA requires
 20 that "....[f]or the purposes of this subsection, discrimination includes-- (B) a refusal
 21 to make reasonable accommodations in rules, policies, practices, or services, when
 22 such accommodations may be necessary to afford such person equal opportunity to
 23 use and enjoy a dwelling..." 42 § 3604(f)(3)(B). See also *Giebel v. M & B
 24 Associates*, 343 F.3d 1143 (9th Cir 2003). Defendants improperly refused Plaintiffs'
 25 repeated written and other requests for an accommodation to have equal access to its
 26 rental services.

27 ///
 28

¹ CLAIM V: Discrimination In Violation of 42 § 3604(c) As To NSA

² 32. Based on information, belief, and the facts plead at ¶¶ 8 – 26 above and
³ elsewhere herein, Plaintiffs herein alleges that Defendants caused Plaintiffs to suffer
⁴ the injury of discrimination since Defendants violated 42 U.S.C. §§ 3604 (c) with
⁵ respect to its notices, statements, and advertisements (“NSA”). Plaintiffs allege that
⁶ Defendants discriminated against them when Defendants made, printed, or
⁷ published, or caused to be made printed, or published notices, statements, or
⁸ advertisements (“NSA”) that suggest to an ordinary reader a preference to attract
⁹ tenants without disabilities. Defendants' Internet advertising regarding its rental
¹⁰ services has an unlawful disparate impact on Plaintiffs.

¹¹ **SECOND CAUSE OF ACTION : Violation of California Fair Housing Act**

¹² 33. Failure to Provide Obvious Reasonable Accommodation and Modification:
¹³ Based on information, belief and the facts stated above at ¶¶ 8 – 26 above and
¹⁴ elsewhere in this complaint, Plaintiffs allege that Defendants refused to make
¹⁵ reasonable accommodations in rules, policies, practices, or services in violation of
¹⁶ CA Government Code sections 12927 and 12955.2, when these accommodations
¹⁷ may be necessary to afford a disabled person equal opportunity to use and enjoy
¹⁸ Defendants' rental services. As stated in detail above, Defendants refused to make
¹⁹ reasonable accommodations with the instant Plaintiffs and discriminated against each
²⁰ of them on the basis of disability.

²¹ **THIRD CAUSE OF ACTION AGAINST ALL DEFENDANTS- Claims Under
²² The Americans With Disabilities Act Of 1990**

²³ 34. ADA Standing:

²⁴ ADA Title III does cover public and common use areas at housing

1 developments when these public areas are, by their nature, open to the general
 2 public. An office providing rental services is open to the general public. (See U.S.
 3 Department of Justice - ADA Title III Technical Assistance Section III-1.2000,
 4 Illustration 3, office on or off the site covered). The parking and paths of travel to
 5 the office on or off the site are also covered. See Section III-1.2000, ADA Title III
 6 Technical Assistance Manual, <http://www.ada.gov/taman3.html> (“ILLUSTRATION
 7 3: A private residential apartment complex contains a office on or off the site. The
 8 office on or off the site is a place of public accommodation”). See *Kalani v Castle
 9 Village, LLC*, 14 F.Supp.3d 1359, 1371 (E.D.Cal., 2014)[citing *Johnson v. Laura
 10 Dawn Apartments, LLC*, 2012 WL 33040 at *1 n. 1 (E.D.Cal.2012) (Hollows, M.J.)
 11 (“[t]he leasing office of an apartment is a place of public accommodation.] . In the
 12 present case, the named Plaintiffs have sufficiently alleged that Defendants have an
 13 office at the Property that provides rental services. Following prior sister Circuit
 14 Courts of Appeals decisions, our Ninth Circuit Court very recently held that an ADA
 15 Plaintiff can be only a “tester” and have standing. See *Civil Rights Education &
 16 Enforcement Center v. Hospitality Properties Trust*, 867 F.3d 1093 (9th Cir. 2017)
 17 [the Ninth Circuit CREEC court held (1) ADA “tester” standing is valid and a
 18 Plaintiff’s motivation for visit is “irrelevant”, and (2) an ADA “deterrent effect
 19 doctrine” claim does not require a Plaintiff to have a personal encounter with the
 20 barrier to equal access, only to have knowledge of the barrier] citing *Havens Realty
 21 Corp. v. Coleman*, 455 U.S. 363, 372–74, 102 S.Ct. 1114 (1982); *Smith v. Pacific
 22 Properties and Development Corp*, 358 F.3d 1097, 1102-1104 (9th Cir 2004);
 23 *Chapman v. Pier 1 Imports (U.S.) Inc.*, 631 F.3d 939 (9th Cir 2011, en banc);
 24 *Houston v. Marod Supermarkets, Inc.*, 733 F.3d 1323, 1335–37 (11th Cir. 2013);
 25 *Colo. Cross Disability Coal. v. Abercrombie & Fitch Co.*, 765 F.3d 1205, 1210–11
 26 (10th Cir. 2014). In the present case, the named Plaintiffs each have ADA standing.
 27 Plaintiffs have alleged that Defendants discriminated against Plaintiffs in violation of
 28

1 ADA Title III statutes and regulations as detailed further in the ADA claims stated
 2 below. As a result, the named Plaintiffs have each suffered injury and each seek
 3 only injunctive and declaratory relief pursuant to their ADA Claims.

4 **CLAIM I: Auxiliary Aids – Failure To Effectively Communicate**

5 35. 42 United States Code 12182(b)(2)(iii) states, "a failure to take such steps as
 6 may be necessary to ensure that no individual with a disability is excluded, denied
 7 services, segregated or otherwise treated differently than other individuals because of
 8 the absence of auxiliary aids and services, unless the entity can demonstrate that
 9 taking such steps would fundamentally alter the nature of the good, service, facility,
 10 privilege, advantage, or accommodation being offered or would result in an undue
 11 burden;..." Based on the facts plead at ¶¶ 8 - 26 above and elsewhere in this
 12 complaint, Plaintiffs are informed, believe, and thereon allege that Defendants
 13 violated said provision. Plaintiffs set forth the factual basis for this claim most
 14 specifically at ¶¶ 13 -14, 16-24 above. The ADA "applies to the services of a place
 15 of public accommodation, not services *in* a place of public accommodation. To limit
 16 the ADA to discrimination in the provision of services occurring on the premises of a
 17 public accommodation would contradict the plain language of the statute." Nat'l
 18 Fed'n of the Blind v. Target Corp., 452 F. Supp. 2d 946, 953 (N.D. Cal. 2006)
 19 (emphasis added) (citing *Weyer v. Twentieth Century Fox Film Corp.*, 198 F.3d
 20 1104, 1115 (9th Cir. 2000) [holding that "whatever goods or services the place
 21 provides, it cannot discriminate on the basis of disability in providing enjoyment of
 22 those goods and services"]). An ADA plaintiff may challenge a business' online
 23 offerings as well. So long as there is a "nexus"—that is, "some connection between
 24 the good or service complained of and an actual physical place"—a plaintiff may
 25 challenge the digital offerings of an otherwise physical business. *See Gorecki v.*
 26 *Hobby Lobby Stores, Inc.*, 2017 WL 2957736, at *4 (C.D. Cal. June 15, 2017) [Case:
 27

CV 17-1131-JFW (SKx)]. The ADA requires the Defendants to provide effective communication to the instant Plaintiffs and to people with disabilities. In the present case, Plaintiffs experienced and have knowledge that Defendants failed to have a required procedure to provide effective communication. Plaintiffs allege that Defendants failed to train their staff on the way to use the auxiliary aids. Defendants did not provide any auxiliary aid and the Defendants did not provide any reasonable accommodation to the overt and obvious communication barriers, and failed to respond to Plaintiffs' requests for accommodation. Plaintiffs are not demanding that Defendants provide a specific reasonable accommodation or a specific auxiliary aid. ADA law allows the Defendants to decide what auxiliary aid and reasonable accommodation will be provided. In this case, however, Defendants failed to provide any reasonable accommodation for the overt and obvious communication barriers to equal access to their rental services, failed to provide any auxiliary aid, and failed to provide any effective communication. Plaintiffs allege that Defendants' websites provide a contact number for the general public, but Defendants failed to provide Plaintiffs with the required effective communication using texting or other alternate means of communication for Plaintiffs and other people with a deaf condition or a speech condition. Defendants' conduct discriminates against Plaintiff Club's members that have hearing disabilities and Club's members with speech disabilities. Defendants are required to provide, on Defendants' websites, to provide a method to effectively communicate with Plaintiff Club members that have hearing and speech disabilities, and other people that are deaf or have speech impairments.

CLAIM II: Denial of Participation

36. 42 United States Code 12182(b)(1)(A)(i) states, "It shall be discriminatory to subject an individual or class of individuals on the basis of a disability or disabilities

1 of such individual or class, directly, or through contractual, licensing, or other
 2 arrangements, to a denial of the opportunity of the individual or class to participate in
 3 or benefit from the goods, services, facilities, privileges, advantages, or
 4 accommodations of an entity." Based on the facts plead at ¶¶ 8 - 26 above and
 5 elsewhere in this complaint, Plaintiffs are informed, believe, and thereon allege that
 6 Defendants violated said provision. Plaintiffs set forth the factual basis for this claim
 7 most specifically at ¶¶ 20-24 above. Defendants discriminated against Plaintiffs in
 8 violation of 42 United States Code 12182(b)(1)(A)(i) and 42 U.S.C. § 12188.
 9

10 CLAIM III: Participation in Unequal Benefit

11 37. Defendants provide unequal benefit for people with disabilities in violation of
 12 42 United States Code 12182(b)(1)(A)(ii) and 42 U.S.C. § 12188. Based on the facts
 13 plead at ¶¶ 8 - 26 above and elsewhere in this complaint, Plaintiffs are informed,
 14 believe, and thereon allege that Defendants discriminated against Plaintiffs in
 15 violation of said provision. Plaintiffs set forth the factual basis for this claim most
 16 specifically at ¶¶ 20-24 above.

17 CLAIM IV: Separate Benefit

18 38. Defendants' photographs discriminate against Plaintiffs in violation of 42
 19 United States Code 12182(b)(2)(A)(iii) and 42 U.S.C. § 12188. Based on the facts
 20 plead at ¶¶ 8 - 26 above and elsewhere in this complaint, Plaintiffs are informed,
 21 believe, and thereon allege that Defendants discriminated against Plaintiffs in
 22 violation of said provision. Plaintiffs set forth the factual basis for this claim most
 23 specifically at ¶¶ 20-24 above.

24 CLAIM V: Integrated Settings

25 39. Defendants' rental services are not integrated for Plaintiffs and people with
 26 disabilities in violation of 42 United States Code 12182(b)(1)(B) and 42 U.S.C. §
 27 12188. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere in this complaint,

1 Plaintiffs are informed, believe, and thereon allege that Defendants discriminated
 2 against Plaintiffs in violation of said provision. Plaintiffs set forth the factual basis
 3 for this claim most specifically at ¶¶ 20-24 above.
 4

CLAIM VI: Failure To Modify Practices, Policies And Procedures

5 40. Defendants failed and refused to provide a reasonable alternative by
 6 modifying its practices, policies, and procedures in that they failed to have a scheme,
 7 plan, or design to accommodate Plaintiff Club, its Club members, the individual
 8 named Plaintiff, and/or others similarly situated in utilizing Defendants' rental
 9 services, at its websites and its office at the Property, in violation of 42 United States
 10 Code 12182(b)(2)(A)(ii) and 42 U.S.C. § 12188. Based on the facts plead at ¶¶ 8 - 26
 11 above and elsewhere in this complaint, Plaintiffs are informed, believe, and thereon
 12 allege that Defendants discriminated against Plaintiffs in violation of said provision.
 13 Plaintiffs set forth the factual basis for this claim most specifically at ¶¶ 18-26 above.
 14

CLAIM VII: Failure To Remove Architectural And Communication Barriers

15 41. Plaintiffs allege that Defendants failed to remove architectural barrier and
 16 communication barriers as required in violation of 42 United States Code
 17 12182(b)(2)(A)(iv) and 42 U.S.C. § 12182. Based on the facts plead at ¶¶ 8 - 26
 18 above and elsewhere in this complaint, Plaintiffs are informed, believe, and thereon
 19 allege that Defendants discriminated against the named Individual Plaintiff in
 20 violation of said provision. Plaintiffs set forth the factual basis for this claim most
 21 specifically at ¶¶ 8,9,20-24,25,26 above. The named Individual Plaintiff personally
 22 reviewed all the information and photographs of Defendants' property. As a result,
 23 the named Individual Plaintiff has actual knowledge of the physical and
 24 communication barriers that exist at Defendants' Property. The named Individual
 25 Plaintiff determined that the physical barriers that exist at Defendants' property,
 26 directly relate to his disabilities, and make it impossible or extremely difficult for
 27 him to physically access Defendants' rental services at the Property. The named
 28

1 Individual Plaintiff was deterred by his actual knowledge of the physical and
 2 communication barriers that exist at Defendants' Property which include but are not
 3 limited to the barriers to facilities for disabled parking, exterior path of travel to the
 4 office, the office entrance, and office interior, since said Defendants' facilities were
 5 not accessible because they failed to comply with the Federal ADA Accessibility
 6 Guidelines ("ADAAG") and California's Title 24 Building Code Requirements. See
 7 ¶¶ 25 for details. The named Individual Plaintiff had actual knowledge of these
 8 barriers and determined that it would be futile gesture for him to go to the Property
 9 on the date that he had originally intended. The named Individual Plaintiff is
 10 currently deterred from returning due to his knowledge of the barriers. At the end of
 11 this action, the named Individual Plaintiff intends to return to Defendants' physical
 12 office on or off the site location to obtain rental information and verify that the
 13 communication and physical barriers to Defendants' rental services are removed.
 14 Defendants failure to remove the barriers to equal access constitutes discrimination
 15 against the named Individual Plaintiff.

16 **CLAIM VIII: Failure To Make Alterations Readily Accessible And Usable**

17 42. Defendants are required to make alterations to their facilities in such a manner
 18 that, to the maximum extent feasible, the altered portions of the facility are readily
 19 accessible to and usable by individuals with disabilities, including individuals who
 20 use wheelchairs pursuant to 42 U.S.C. §12183(a)(2). Based on the facts plead at ¶¶ 8
 21 - 26 above and elsewhere in this complaint, the named Plaintiffs are informed,
 22 believe, and thereon allege that Defendants violated this provision. Plaintiffs allege
 23 that Defendants altered their facility in a manner that affects or could affect the
 24 usability of the facility or a part of the facility after January 26, 1992. In performing
 25 the alteration, Plaintiffs allege that Defendants failed to make the alteration in such a
 26 manner that, to the maximum extent feasible, the altered portions of the facility are
 27 readily accessible to and usable by individuals with disabilities, including individuals

1 who use wheelchairs, in violation of 42 U.S.C. §12183(a)(2).
2

3 **CLAIM IX: Administrative Methods**

4 43. Plaintiffs are informed, believe, and thereon allege that Defendants contract
5 with website providers without making sure that the websites will be accessible to
6 people with disabilities in violation of 42 United States Code 12182(b)(1)(B) and 42
7 U.S.C. § 12188. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere in this
8 complaint, Plaintiffs are informed, believe, and thereon allege that Defendants
9 discriminated against the named Individual Plaintiff in violation of said provision.
10 Plaintiffs set forth the factual basis for this claim most specifically at ¶¶18-26 above.

11 **CLAIM X: Screen Out**

12 44. Plaintiffs are informed, believe, and thereon allege that Defendants screened
13 out Plaintiffs and other people with disabilities in violation of 42 United States Code
14 12182(b)(2)(A)(i) and 42 U.S.C. § 12188. Based on the facts plead at ¶¶ 8 - 26
15 above and elsewhere in this complaint, Plaintiffs are informed, believe, and thereon
16 allege that Defendants discriminated against the named Plaintiffs in violation of said
17 provision. Plaintiffs set forth the factual basis for this claim most specifically at ¶¶ 8
18 - 26 above. Defendants screened out the named Plaintiffs from its rental services and
19 processes, because Defendants failed to remove architectural and communication
20 barriers to its website and physical office, failed to provide required effective
21 alternate communication methods, and failed to provide required auxiliary aids.

22 **CLAIM XI: Denial Of Full And Equal Access**

23 45. Defendants are required to provide full and equal access to Defendants' rental
24 services, goods, facilities, privileges, advantages, or accommodations pursuant to 42
25 United States Code 12182(b) and 42 U.S.C. § 12188. Based on the facts plead at ¶¶
26 8 - 26 above and elsewhere in this complaint, Plaintiffs are informed, believe, and
27 thereon allege that Defendants discriminated against the named Plaintiffs in violation

1 of said provision. Plaintiffs set forth the factual basis for this claim most specifically
2 at ¶¶ 8 - 26 above.
3

4 **CLAIM XII: Failure To Investigate And Maintain Accessible Features**

5 46. Defendants made repairs and administrative changes which violated ADA and
6 its regulations. See ADA Title III Regulations Sec.36.211 Maintenance of accessible
7 features. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere in this complaint,
8 Defendants failed to provide and then maintain any accessible features in its parking,
9 path of travel, office on or off the site services and website rental services. Plaintiffs
10 are informed, believe, and thereon allege that Defendants discriminated against the
11 named Plaintiffs in violation of this provision.
12

13 **CLAIM XIII: Association**

14 47. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere in this complaint,
15 Plaintiffs are informed, believe, and thereon allege that Defendants discriminated
16 against the named Plaintiffs in violation of 42 U.S.C. § 12182(b)(1)(E)
17

18 **DISCRIMINATORY PRACTICES IN PUBLIC ACCOMMODATIONS**

19 FOURTH CAUSE OF ACTION: ONLY THE INDIVIDUALL NAMED
20 PLAINTIFF AGAINST ALL DEFENDANTS - **CLAIMS UNDER CALIFORNIA**
21 **ACCESSIBILITY LAWS**

22 **CLAIM I: Denial Of Full And Equal Access**

23 48. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere in this complaint, the
24 named Individual Plaintiff was denied full and equal access to Defendants' goods.
25 services, facilities, privileges, advantages, or accommodations within a public
26 accommodation owned, leased, and/or operated by Defendants as required by Civil
27 Code Sections 54, 54.1, and specifically 54.1(d). The factual basis for this claim is at
28

18-28 above.

2 **CLAIM II: Failure To Modify Practices, Policies And Procedures**

3 49. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere in this complaint,
4 the named Individual Plaintiff was denied full and equal access to Defendants' goods.
5 Defendants failed and refused to provide a reasonable alternative by modifying its
6 practices, policies, and procedures in that they failed to have a scheme, plan, or
7 design to assist Plaintiff Members and/or others similarly situated in entering and
8 utilizing Defendants' services as required by Civil Code § 54.1. The factual basis for
9 this claim is at 18-28 above.

10 **CLAIM III: Violation Of The Unruh Act**

11 50. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere in this complaint,
12 the individual, the named Individual Plaintiff was denied full and equal access to
13 Defendants' goods. Defendants violated the CA Civil Code § 51 by specifically
14 failing to comply with Civil Code §51(f). Defendants' facility violated state
15 disability laws, the ANSI Standards, A117, and California's Title 24 Accessible
16 Building Code by failing to provide equal access to Defendants' facilities.
17 Defendants did and continue to discriminate against Plaintiff Members in violation
18 of Civil Code §§ 51(f), and 52. The factual basis for this claim is at 18-28 above.

19 **Treble Damages Pursuant To California Accessibility Laws**

20 51. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere in this complaint,
21 only the named Individual Plaintiff prays for an award of treble damages against
22 Defendants, and each of them, pursuant to California Civil Code sections 52(a) and
23 54.3(a). Defendants, each of them respectively, at times prior to and including the
24 day the named Individual Plaintiff attempted patronized Defendants' facilities and
25 rental services, and continuing to the present time, knew that persons with physical
26 disabilities were denied their rights of equal access. Despite such knowledge,
27 Defendants, and each of them, failed and refused to take steps to comply with the
28

1 applicable access statutes; and despite knowledge of the resulting problems and
 2 denial of civil rights thereby suffered by the named Individual Plaintiff. Defendants,
 3 and each of them, have failed and refused to take action to grant full and equal access
 4 to the individual Plaintiff in the respects complained of hereinabove. Defendants,
 5 and each of them, have carried out a course of conduct of refusing to respond to, or
 6 correct complaints about, denial of disabled access and have refused to comply with
 7 their legal obligations to make Defendants' public accommodation facilities and
 8 rental services accessible pursuant to the ADAAG and Title 24 of the California
 9 Code of Regulations (also known as the California Building Code). Such actions
 10 and continuing course of conduct by Defendants in conscious disregard of the rights
 11 and/or safety of the named Individual Plaintiff justify an award of treble damages
 12 pursuant to sections 52(a) and 54.3(a) of the California Civil Code.

13

14 **DEMAND FOR JUDGMENT FOR RELIEF:**

15 A. All named Plaintiffs seeks injunctive relief pursuant to 42 U.S.C. 3613(c) and
 16 42 U.S.C. § 12188(a). Only the named Individual Plaintiff seeks injunctive relief
 17 pursuant to CA Civil Code §52. Pursuant to 42 U.S.C. 3613(c), all Plaintiffs request
 18 this court to enjoin Defendants to cease their discriminatory practices in housing
 19 rental services, rental housing management services, and for Defendants to
 20 implement written policies and methods to respond to reasonable accommodation
 21 and reasonable modification requests. Pursuant to 42 U.S.C. § 12188(a), Plaintiffs
 22 request this Court enjoin Defendants to remove all barriers to equal access to the
 23 disabled Plaintiffs in, at, or on their facilities, including but not limited to
 24 architectural and communicative barriers in the provision of Defendants' rental
 25 services. Plaintiffs do not seek injunctive relief pursuant to Cal. Civil Code §55 and
 26 Plaintiffs do not seek attorneys' fees pursuant to Cal. Civil Code §55. Plaintiffs do
 27 not seek any relief at all pursuant to Cal. Civil Code §55.

- 1 B. All named Plaintiffs seek actual damages pursuant to 42 U.S.C. 3613(c).
2 However, Plaintiff Club only seeks damages for itself. Plaintiff Club does not seek
3 damages on behalf of its members;
4 C. Only the named Individual Plaintiff seeks recovery of actual damages pursuant
5 to Cal. Civil Code §§ 52 or 54.3;
6 D. Only the named Individual Plaintiff seeks \$4,000 in minimum statutory
7 damages pursuant to Cal. Civil Code § 52 for each and every offense of Civil Code §
8 51, pursuant to Munson v. Del Taco, (June 2009) *46 Cal. 4th 661*;
9 E. In the alternative to the damages pursuant to Cal. Civil Code § 52 in Paragraph
10 C above, only the named individual Plaintiff seeks \$1,000 in minimum statutory
11 damages pursuant to Cal. Civil Code § 54.3 for each and every offense of Civil Code
12 § 54.1;
13 F. All named Plaintiffs seek attorneys' fees pursuant to 42 U.S.C. 3613(c)(2), 42
14 U.S.C. § 12205, and Cal. Civil Code §§ 52, 54.3;
15 G. Only the named individual Plaintiff seeks treble damages pursuant to Cal.
16 Civil Code §§ 52(a) or 54.3(a);
17 H. The named Plaintiffs are seeking perspective injunctive relief to require the
18 Defendants to provide obvious reasonable accommodations, to provide the required
19 auxiliary aids and to modify Defendants' procedures, practices, and policies of the
20 Defendants in the provision of Defendants' rental services. Without perspective
21 relief the Plaintiffs will suffer future harm.

22 ///

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- 1 I. All named Plaintiffs seek a Jury Trial and;
2 J. For such other further relief as the court deems proper.
3

4 Respectfully submitted:

5 LIGHTNING LAW, APC
6

7 Dated: May 25, 2022
8 By: /s/David C. Wakefield
9 DAVID C. WAKEFIELD, ESQ.
10 Attorney for Plaintiffs
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